

1 BILL NO. S-86-10-55

2 SPECIAL ORDINANCE NO. S-196-116

3 AN ORDINANCE approving Contract
4 for Concordia Gardens Storm Drainage
5 Improvement, Resolution 426-1986,
6 between Liberty Construction, Inc.,
7 and the City of Fort Wayne, Indiana,
8 in connection with the Board of
9 Public Works and Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
11 OF THE CITY OF FORT WAYNE, INDIANA:

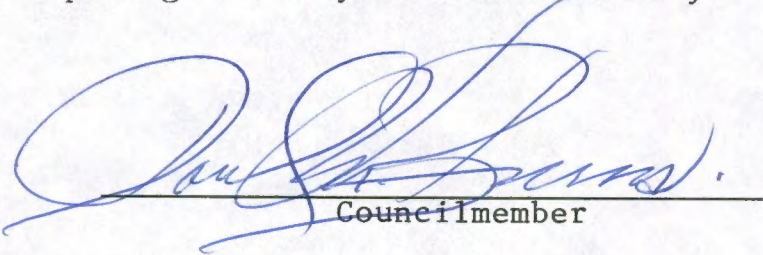
12 SECTION 1. That the Contract for Concordia Gardens
13 Storm Drainage Improvement, Resolution 426-1986, by and between
14 Liberty Construction, Inc., and the City of Fort Wayne, Indiana,
15 in connection with the Board of Public Works and Safety, for:

16 Improvement is described as follows:
17 Bounded on the North by the North
18 property line of Lots #308 and
19 #309 of Concordia Gardens Addition,
20 Section "G"; bounded on the South
21 by the South property line of Lots
22 #274 and #275 of said Concordia
23 Gardens Addition, Section "G";
24 bounded on the East by the East
25 property line of said Lots #274
26 and #309 and bounded on the West
27 by the West property line of Lots
28 #275 and #308 of said Concordia
29 Gardens, Section "G". STORM SEWER -
30 Beginning at an existing open ditch
31 located 100+ LF South of the North-
32 west corner of Lot #274 of said
Addition; thence North along the
meandering of said open ditch 250+
LF terminating at a point approxi-
mately 125+ LF North of the Southwest
corner of Lot 309 of said Addition.
Said Storm Sewer shall be 6' x
10' box culvert with all appurten-
ances;

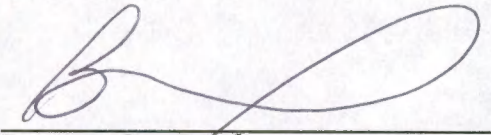
33 the Contract price is One Hundred Thirty-Four Thousand One Hundred
34 Forty-Four and No/100 Dollars (\$134,144.00), all as more particularly
35 set forth in said Contract, which is on file in the Office of
36 the Board of Public Works and Safety and, is by reference incorporated
37 herein, made a part hereof, and is hereby in all things ratified,
38 confirmed and approved. Two (2) copies of said Contract are
39 on file with the Office of the City Clerk and made available
40 for public inspection, according to law.

1 Page Two

2 SECTION 2. That this Ordinance shall be in full force
3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

5
6 
7 Councilmember

8 APPROVED AS TO FORM
9 AND LEGALITY

10 
11 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee City Statutes (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.

DATE: 10-28-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Burns, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-10-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-196-86 on the 10th day of November, 1986.

ATTEST:

(SEAL)

Sandra E. Kennedy

Samuel J. Talarico

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of November, 1986, at the hour of 9:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of November, 1986, at the hour of 9:30 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

PROJECT: "Concordia Gardens Storm Drainage Improvement"

Contract No. 426-1986

CONTENTS

Resolution No. 426-1986

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items (Two Sheets)
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-PGB/2	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/2	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/3	Special Project Specifications
X	AP/1	Apartheid Policy

ATTACHMENTS

X		Project Plans Drawing # SY-11162					
		General Specifications and Conditions					
		Detail Standard Construction Standards					
		WPCE Department, City of Fort Wayne					
	EA/1-EA/4	Escrow Agreement					
X	RW/1-RW/2	Right-of-Way Cut Permit					
X	NP/1	Notice to Proceed					
X	CO/1-CO/2	Change Order - Specimen Form					
<table border="1"> <tr> <td>DISCOUNT for PROMPT PAYMENT (See Gen. Prov)</td> <td>10 CALENDAR DAYS <u>2</u> %</td> <td>20 CALENDAR DAYS <u>0</u> %</td> <td>30 CALENDAR DAYS <u>0</u> %</td> <td>OTHER <u>0</u> %</td> </tr> </table>			DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS <u>2</u> %	20 CALENDAR DAYS <u>0</u> %	30 CALENDAR DAYS <u>0</u> %	OTHER <u>0</u> %
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS <u>2</u> %	20 CALENDAR DAYS <u>0</u> %	30 CALENDAR DAYS <u>0</u> %	OTHER <u>0</u> %			
ACKNOWLEDGEMENT of AMENDMENTS		Amendment No. 1 X	Date 9/18/86	Amendment No. 2 	Date 		

BID SUBMITTEDLiberty Construction, Inc.

Contractor

By: William M. Nobis
William M. Nobis
Its President

Offer

Date October 1, 1986 9.00A.M.Bidder agrees to keep bid open for accep-
tance for 60 (90 days unless
otherwise specified)Compliance J. Adams

O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE

Board of Public Works & Safety

[Signature]
[Signature]

CITY OF FORT WAYNE

[Signature]
Win Moses, Jr., Mayor

AWARD

Date 10-8-86

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Fowlkes Trucking	3721 Warsaw ST.	Trucking
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Not yet determined		
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Liberty Construction, Inc. Contractor _____

By William M. Nobis
William M. Nobis

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor Liberty Construction, Inc.

By William M. Nobis
William M. Nobis
Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The contractors agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

"Concordia Gardens Storm Improvement"

All work will be performed in accordance with: Resolution No. 426-1986, instructions to bidders, bond forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$134,144.00 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues written notice to proceed. All work shall be completed within 180 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. ~~-(This clause shall be applicable to this contract only if the box contains a checkmark or an "X".)~~ It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ price per day for each and every day after days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts, or industrial disturbances, acts of public enemies, restraining orders of any kind by the governments, agencies or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

O.C. 2/85
B.O.W. Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____ 198 ____.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 1 day of October, 198 6.

Liberty Construction, Inc.
Name of Corporation

By: William M. Nobis
President William M. Nobis

ATTEST:

Kenneth R. Neumeister V.P.
Kenneth R. Neumeister V.P.

DATE 9/3/86

PROJECT NAME: CONCORDIA GARDENS DRAINAGE IMPROVEMENT

SI/1 A

[illegible]

SUMMATION OF AA/EEO Statement

I will be (circle one)

Total Construction Cost

\$	134,144	00
----	---------	----

1. Participating Member of CFW Area Plan
2. Union Contractor
3. Federal Register
4. Percentage Participation Goal Statement

17 2



Water Pollution Control Engineering Department
Room 700 City-County Building, One Main Street
Fort Wayne, IN 46802 (219) 427-1143

18 September 1986

TO: PROSPECTIVE BIDDERS

RE: CONCORDIA GARDENS DRAINAGE IMPROVEMENT, Resolution 426-1986

ADDENDUM #1

Information disclosed and/or questions raised since issuing of project documents required that changes in or interpretations of these documents be made as determined in this Addendum #1.

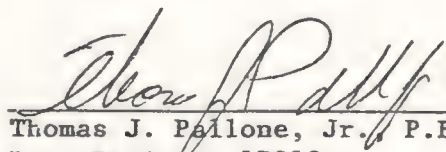
SCHEDULE OF ITEMS

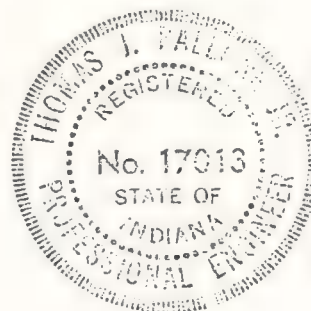
DELETE: Pages SI/1 and SP/3

INSERT: "New" Pages SI/1A and SP/3A

DELETE: Drawing No. SY-11162 Sheet 2 of 3

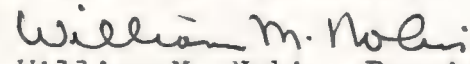
INSERT: Drawing No. SY-11162 Sheet 2A of 3


Thomas J. Pallone, Jr., P.E.
Reg. Engineer 17013



Received this 18 day of September 1986 the above-referenced Addendum #1.

Liberty Construction, Inc.


William M. Nobis, President
Bidding Contractor

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and Any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Liberty Construction, Inc.

William M. Nobis
William M. Nobis, President

Subscribed and sworn to before me by William M. Nobis
this 1 day of October, 1988.

My Commission Expires:

September 26, 1988

Virginia J. Cresser
Notary Public
Resident of Allen County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, William M. Nobis, the President
_____, of Liberty Construction, Inc.
Position _____ Company _____

hereby certify:

1. That the Financial Statement of said company, dated the 21 day of July 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: Oct. 1, 1986

William M. Nobis
Signature William M. Nobis

Title President

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 1 day of October, 1986.

Virginia J. Lyson
Notary Public
Resident of Allen County

My Commission Expires:

September 26, 1988

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Liberty Construction, Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Liberty Construction Inc.
_____, that Same
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 1 day of October, 196.

Liberty Construction, Inc.
(Name of Bidder/Vendor)

William M. Nobis
William M. Nobis, President
(Name and Title of Person Signing)

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) LIBERTY CONSTRUCTION, INC., 2911 Roscommon Drive, as Principal
and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Fort Wayne, IN 46805

and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana,
in the sum of Five Percent (5%) of Contractor's Maximum Bid Price
(\$ _____) Dollars, to be paid City of Fort Wayne, Indiana, or its
successors or assigns, for the payment of which, well and truly made, we hereby
bind ourselves, our heirs, successors, executors, and administrators, jointly
and severally, firmly by these presents.

Signed and sealed at Fort Wayne, IN this day of October, 1986.
1st

The condition of this obligation is such that if the accompanying bid or pro-
posal of Concordia Gardens Drainage Improvement
Resolution 426-1986 made this day to the City of Fort Wayne,
State of Indiana, is accepted, and the Contract awarded to the above bidder,
and the bidder shall, within ten (10) days after such award is made, enter
into a contract with the City of Fort Wayne, State of Indiana, for the work
bid upon, and give bond as required; then this obligation shall be null and
void; otherwise, it shall remain in full force and effect.

Signed at Fort Wayne, IN this the 1st day of October, 1986.

LIBERTY CONSTRUCTION, INC.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

William M. Nobis

Judith A. Snyder

Principal

William M. Nobis, President

Surety*

Judith A. Snyder

(Attorney-in-fact)

*If signed by an agent appropriate power
of attorney shall be attached.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Virginia T. Axson, Gerald Clancy and Judith A. Snyder, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.
This power of attorney revokes that issued on behalf of Duane E. Lupke, et al, dated, December 27, 1985.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of April, A.D. 1986.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

CM Robbins

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 2nd day of April, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public (Commission Expires July 1, 1986)

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 1st day of October, 1986

LI428a-Cif. -044-2987

[Signature]
Assistant Secretary

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Liberty Construction, Inc. 2911 Roscommon Drive, Ft. Wayne, IN 46805
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto The City of Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)
 as Obligee, hereinafter called Owner,

in the amount of One hundred thirty-four thousand one hundred eighty-eight dollars

Dollars (\$ 134,188.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 1986, entered into a contract with Owner for Concordia Gardens Drainage Improvement Resolution 426-1986

in accordance with drawings and specifications prepared by Water Pollution Control Engineer, City of Fort Wayne, Indiana

(Here insert full name, title and address)
 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 15th day of OCTOBER A.D. 19 86

In the presence of:

Kenneth R. Newman

Liberty Construction, Inc. (SEAL)

William M. Nolis, PRESIDENT
Principal Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Kimberly L. Drechter

By Judith A. Snyder (SEAL)
 Surety Judith A. Snyder
(Attorney-in-fact)

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That Liberty Construction, Inc. 2911 Roscommon Drive, Ft. Wayne, IN 46805

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto The City of Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One hundred thirty-four thousand one hundred eighty-eight dollars

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 134,188.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19 86, entered into a contract with Owner for Concordia Gardens Drainage Improvement Resolution 426-1986

in accordance with drawings and specifications prepared by Water Pollution Control Engineer, City of Fort Wayne, Indiana

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15th day of OCTOBER A.D. 19 86

In the presence of:

Kenneth R. Quamstra

Liberty Construction, Inc. (SEAL)

Principal

William M. Nolis, PRESIDENT
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Kimberly L. Frechter

By Judith A. Snyder (SEAL)
Surety Judith A. Snyder Title
(Attorney-in-fact)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Virginia T. Axson, Gerald Clancy and Judith A. Snyder, all of Fort Wayne, Indiana, EACH..... its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Duane E. Lupke, etal, dated, December 27, 1985.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of April, A.D. 1986



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

C W Robbins

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 2nd day of April, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public (Commission Expires July 1, 1986)

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this day of 1986

Assistant Secretary

TITLE OF ORDINANCE Res. 426-1986, Contract for Concordia Gardens Storm Drainage Improve-

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety 86-10-55

SYNOPSIS OF ORDINANCE The Contract for Res. 426-1986, Concordia Gardens Storm Drainage

Improvement is described as follows: Bounded on the North by the North property line of Lots #308 and #309 of Concordia Gardens Addition, Section "G"; bounded on the South by the South property line of Lots #274 and #275 of said Concordia Gardens Addition, Section "G"; bounded on the East by the East property line of said Lots #274 and 309 and bounded on the West by the West property line of Lots #275 of said Concordia Gardens, Section "G". STORM SEWER - Beginning at an existing open ditch located 100+ LF South of the Northwest corner of Lot #274 of said Addition; thence North along the meandering of said open ditch 250+ LF terminating at a point approx. 125+ LF North of the Southwest corner of Lot 309 of said Addition. Said Storm Sewer shall be 6' X 10' box culvert with all appurtenances. Liberty Construction, Inc. is the contractor.

EFFECT OF PASSAGE Improvement of storm drainage of above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$134,144.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-10-55

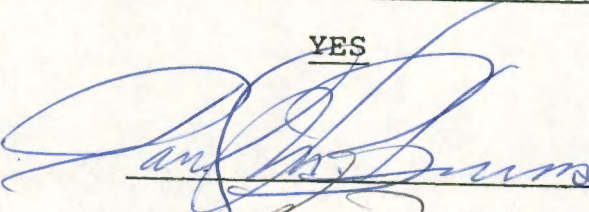
REPORT OF THE COMMITTEE ON CITY UTILITIES

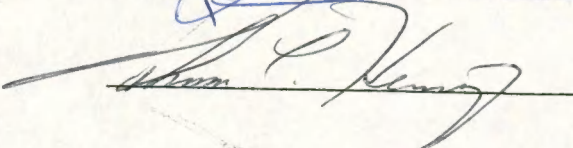
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for
Concordia Gardens Storm Drainage Improvement, Resolution 426-1986,
between Liberty Construction, Inc., and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety


HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)


YES

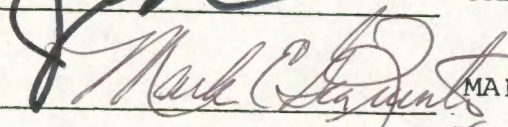
NO


PAUL M. BURNS
CHAIRMAN


THOMAS C. HENRY
VICE CHAIRMAN


BEN A. EISBART


JAMES S. STIER


MARK E. GiaQUINTA

CONCURRED IN 11-10-86

SANDRA E. KENNEDY
CITY CLERK